



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Garthwaite Burke**  
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Fifth District

March 18, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 TO DENTAL SERVICES AGREEMENT NO. 72068  
WITH ROGER FIELDMAN, D.D.S., INC. AT THE H. CLAUDE HUDSON  
COMPREHENSIVE HEALTH CENTER  
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to Agreement 72068 (Exhibit I) with Roger Fieldman, D.D.S., Inc., for the continued provision of dental services at H. Claude Hudson Comprehensive Health Center, on a month to month basis effective April 1, 2004 through June 30, 2004, for a total County maximum obligation of \$181,414 for the three month period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign Amendment No. 2 with Roger Fieldman, D.D.S., Inc. to allow for the continued delivery of dental services at H. Claude Hudson Comprehensive Health Center (Hudson) on a month to month basis effective April 1, 2004 through June 30, 2004. The requested extension will allow for the completion of the Request for Proposals process and contract negotiations.

The current agreement is slated to expire on March 31, 2004.

DHS has been contracting out dental services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A), since January 1989.

Current County policy and procedures require the timely submission of agreements and amendments for Board approval. However, this amendment was not scheduled for the Board agenda three weeks prior to its expiration due to critical DHS staffing shortages.

FISCAL IMPACT/FINANCING:

Net County cost for the three month extension period was calculated using existing contract rates and shall not exceed \$181,414.

Funding for this agreement is included in the Fiscal Year 2003-04 DHS Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On March 30, 1999, the Board approved Dental Services Agreement No. 72068 effective April 1, 1999 through March 31, 2000, with provisions for three one-year automatic renewals through March 31, 2003, and with provisions to extend the agreement on a month-to-month basis for up to six months through September 30, 2003. On September 9, 2003, the Board approved Amendment No. 1 to the Dental Services Agreement to add additional updated contract provisions and to extend the term from October 1, 2003 through March 31, 2004.

DHS released a Request for Proposals (RFP) for the provision of Dental Services at H. Claude Hudson Comprehensive Health Center in December 2002. Progress on the RFP was delayed due to staffing shortages. The requested extension of the current agreement will allow time to conclude the RFP process.

The Agreement can be terminated by County with a sixty (60) day written notice to Contractor. Contract monitoring functions are performed by administrative staff at Hudson.

County Counsel has approved Amendment No. 2 (Exhibit I) as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

An RFP process to obtain a new agreement is near completion. The additional time requested will allow DHS to finalize the process for recommending a new contractor and negotiating a new agreement.

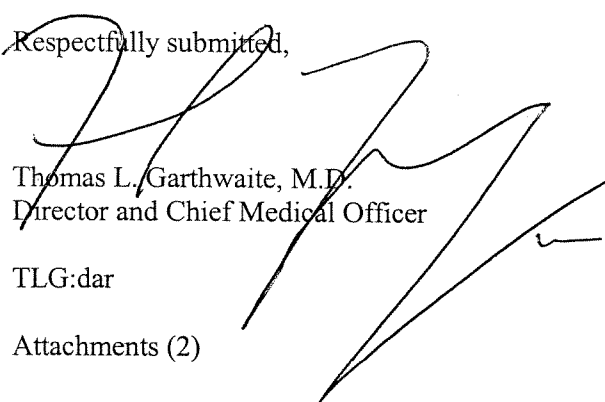
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this action will ensure the uninterrupted provision of dental services at Hudson.

The Honorable Board of Supervisors  
March 18, 2004  
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:dar

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

bdltrfielddent wpd.dar

**SUMMARY OF AGREEMENT**

1. TYPE OF SERVICE:

Dental Services at H. Claude Hudson Comprehensive Health Center

2. AGENCY ADDRESSES AND CONTACT PERSONS

Roger P. Fieldman, D.D.S., Inc.  
130 So. Alvarado Street  
Los Angeles, California 90057  
Attention: Roger P. Fieldman, D.D.S.  
Telephone: (213) 484-9660

1. TERM:

The term of Amendment No. 2 will be on a month- to- month basis from April 1, 2004 through June 30, 2004.

2. FINANCIAL INFORMATION:

Funds are available in the DHS Fiscal Year 2003-04 Budget. The total maximum cost for the extension from April 1, 2004 through June 30, 2004 is \$181,413.50.

3. PROGRAM INFORMATION:

Amendment No. 2 provides for the continued provision of dental services at Hudson.

6. PERSON ACCOUNTABLE FOR PROGRAM MONITORING:

Carolyn Clark, Administrator  
H. Claude Hudson Comprehensive Health Center  
(213) 744-3677

7. APPROVALS:

LAC+USC Healthcare Network: Pete Delgado, CEO

Contracts and Grants Division: Irene E. Riley, Chief

County Counsel (approval as to form): Sharon A. Reichman, Senior Deputy County Counsel

Contract No. 72068

DENTAL SERVICES AGREEMENT AT H. CLAUDE HUDSON COMPREHENSIVE  
HEALTH CENTER

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between the

COUNTY OF LOS ANGELES  
(hereafter "County")

and

ROGER P. FIELDMAN, D.D.S.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled  
"DENTAL SERVICES AGREEMENT AT H. CLAUDE HUDSON COMPREHENSIVE  
HEALTH CENTER", dated July 30, 1999, and further identified as  
County Agreement No. 72068, and all amendments thereto; (all  
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement  
to extend its term and to make the changes described hereinafter;  
and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on April 1, 2004.

2. The term of this Agreement is hereby extended on a month to month basis, effective April 1, 2004 through June 30, 2004, unless sooner terminated by County.

3. That Schedule II to Exhibit "B" Billing and Payment be replaced with Schedule III to Exhibit "B" Billing and Payment attached hereto and incorporated herein by reference.

4. Except for the changes set forth here-in-above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: VIOLET VARONA-LUKENS,  
Executive Officer-Clerk of  
the Board of Supervisors

\_\_\_\_\_  
ROGER P. FIELDMAN, D.D.S.  
Contractor

By \_\_\_\_\_  
Deputy

By R. P. Fieldman DDS  
Signature

By ROGER P. FIELDMAN, DDS  
Print Name

Title President  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By Sharon A. Reichman  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Contracts and Grants

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H. Claude Hudson CHC  
CONTRACTOR'S LINE ITEM BUDGET  
From April 1, 2004 through June 30, 2004

DIRECT COSTSLabor (Management/Staffing):

|                      |                    |              |
|----------------------|--------------------|--------------|
| ● Salaries and Wages | \$119,407.00       |              |
| ● Employee Benefits  | \$ 17,223.00       |              |
| Health Insurance     | <u>\$ 7,057.50</u> |              |
| ● Subtotal Labor     |                    | \$143,687.50 |

Services and Supplies (S & S):

|                                  |                    |             |
|----------------------------------|--------------------|-------------|
| ● Consumable Supplies            | \$16,558.00        |             |
| ● Materials                      | \$ 0               |             |
| ● Small Hand Tools               | \$ 1,249.50        |             |
| ● Other S & S (specify)          | \$ 150.00          |             |
| ● Other - Laboratory Fees        | <u>\$ 6,935.50</u> |             |
| ● Subtotal Services and Supplies |                    | \$24,892.50 |

Equipment:

|                         |           |          |
|-------------------------|-----------|----------|
| ● New                   | \$ 0      |          |
| ● Replacement           | \$ 468.50 |          |
| ● Lease                 | \$ 0      |          |
| ● Installation (if any) | \$ 0      |          |
| ● Other (specify)       | \$ 0      |          |
| ● Subtotal Equipment    |           | \$468.50 |

Other Direct Costs:

|                                  |                   |                   |
|----------------------------------|-------------------|-------------------|
| ● Utilities                      | \$ 0              |                   |
| ● Maintenance                    | \$1,249.50        |                   |
| ● Alterations & Repairs (if any) | \$ 0              |                   |
| ● Other (specify)                | \$ 312.50         |                   |
| ● Subtotal Other Direct Costs    | <u>\$1,562.00</u> |                   |
| Start up Costs                   | \$ 0              |                   |
| Total Direct Costs               |                   | <u>\$1,562.00</u> |

INDIRECT COSTS

|   |                   |                    |
|---|-------------------|--------------------|
| ● General and Administrative Overhead     | \$1,593.50        |                    |
| ● Management Support Costs, if applicable | \$ 0              |                    |
| ● Gross Profit/Fee (specify)              | <u>\$9,209.50</u> |                    |
| ● Total Indirect Costs                    |                   | <u>\$10,803.00</u> |

GRAND TOTAL DIRECT AND INDIRECT  
COSTS/EXPENSES

\$181,413.50